

# STANDARD INSURANCE COMPANY

A Stock Life Insurance Company  
900 SW Fifth Avenue  
Portland, Oregon 97204-1282  
(503) 321-7000

## CERTIFICATE:

### GROUP LIFE INSURANCE

|                 |                  |
|-----------------|------------------|
| Policyholder:   | State of Arizona |
| Policy Number:  | 617950-C         |
| Effective Date: | October 1, 1999  |

A Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

**This policy includes an Accelerated Benefit. Death benefits will be reduced if an Accelerated Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.**

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

"We", "us" and "our" mean Standard Insurance Company. "You" and "your" mean the Member. All other defined terms appear with the initial letter capitalized. Section headings, and references to them, appear in boldface type.



President

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## COVERAGE FEATURES

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

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### GENERAL POLICY INFORMATION

|  |                  |
|--|------------------|
| Group Policy Number:                                       | 617950-C         |
| Type of Insurance Provided:                                |                  |
| Life Insurance:  | Yes              |
| Accidental Death And<br>Dismemberment (AD&D)<br>Insurance: | Yes              |
| Dependents Life<br>Insurance:                              | Yes              |
| Policyholder:  | State of Arizona |
| Employer(s):   | State of Arizona |
| Group Policy Effective Date:                               | October 1, 1999  |
| State of Issue:  | Arizona          |

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### BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

|                       |  |
|-----------------------|--|
| Definition of Member: | You are a Member if you are:   |
|                       | <ol style="list-style-type: none"><li>1. An active employee or elected official of the Employer who is regularly working at least 20 hours each week; or</li><li>2. A former elected official of the Employer with at least 5 years of credited service.</li></ol>   |
|                       | You are not a Member if you are:   |
|                       | <ol style="list-style-type: none"><li>1. An employee who works fewer than 20 hours each week;</li><li>2. An employee in a temporary or emergency position;</li><li>3. A clerical pool employee;</li><li>4. A patient or inmate employed in a state institution;</li><li>5. A non-state employee officer or enlisted personnel of the National Guard of Arizona;</li><li>6. An employee in a position established for rehabilitation purposes;</li><li>7. An employee of any state college or university who:</li></ol> |

- a. works fewer than 20 hours each week;
- b. is engaged for fewer than six months; or
- c. for whom contributions are not made to a state retirement.

This disqualification does not apply to a non-immigrant alien employee, an employee participating in a medical residency training program, or a Cooperative Extension Employee federal employee.

- 8. A full-time member of the armed forces of any country.

Class Definition:

Class 1: All Members (other than former elected officials)  
Class 2: Former elected officials

Eligibility Waiting Period:

You are eligible on the later of:

- 1. The Group Policy Effective Date; and
- 2. The first day as a Member.

Evidence Of Insurability

Not required.

## SCHEDULE OF INSURANCE

Life Insurance:

Plan 1:

Class 1: \$15,000  
Class 2: \$5,000, \$10,000, \$12,000 or \$15,000, as elected by you

Plan 2:

You may select any multiple of \$5,000, up to the lesser of (a) 3 times your Annual Earnings, or (b) \$300,000.

Non-Smoker Benefit:

\$1,000

Repatriation Benefit:

The expenses incurred to transport your body to a mortuary near your primary place of residence, but not to exceed \$5,000 or 10% of the amount of your Life Insurance, whichever is less.

Dependents Life Insurance:

You may elect one of the following Options:

Option A

Spouse: \$2,000  
Child: \$2,000

Option B

Spouse: \$4,000  
Child: \$4,000

Option C

Spouse: \$6,000  
Child: \$6,000

Option D

Spouse: \$12,000  
Child: \$12,000

Option E

Spouse: \$15,000  
Child: \$15,000

AD&D Insurance:

Plan 1: Equals the amount of your Plan 1 Life Insurance.

Plan 2: Equals the amount of your Plan 2 Life Insurance.

The amount payable for certain Losses will differ. See **Accidental Death And Dismemberment Insurance**.

Dependents AD&D Insurance: Your Dependents AD&D Insurance Option equals your Dependents Life Insurance Options.

Option A Spouse: \$2,000  
Child: \$2,000

Option B Spouse: \$4,000  
Child: \$4,000

Option C Spouse: \$6,000  
Child: \$6,000

Option D Spouse: \$12,000  
Child: \$12,000

Option E Spouse: \$15,000  
Child: \$15,000

Seat Belt Benefit: The amount of the Seat Belt Benefit is the lesser of (1) \$15,000 or (2) the amount of AD&D Insurance payable for loss of life.

Air Bag Benefit: The lesser of (1) \$5,000; or (2) the amount of AD&D Insurance Benefit payable for Loss of your life.

Career Adjustment Benefit: The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of room and board, but not to exceed \$5,000 per year, or a cumulative total of \$10,000 or 25% of the amount of your AD&D Insurance, whichever is less.

Child Care Benefit: The total child care expense incurred by your Spouse within 36 months after your death for all Children under age 13, but not to exceed \$5,000 per year, or a cumulative total of \$10,000 or 25% of the amount of your AD&D Insurance, whichever is less.

Higher Education Benefit: The tuition expenses incurred per Child within 48 months after your death at an accredited institution of higher education, exclusive of room and board, but not to exceed \$5,000 per year, or a cumulative total of \$20,000 or 25% of the amount of your AD&D Insurance, whichever is less.

Coma: 1% per month of the remainder of the AD&D Insurance Benefit payable for Loss of life after reduction by any AD&D Insurance Benefit paid for any other Loss as a result of the same accident. The amount payable for Loss of life will be reduced by any amount payable for Coma.

Common Disaster Benefit: The lesser of: (1) \$215,000; or (2) the AD&D Insurance Benefits payable for Loss of your life minus the AD&D Insurance Benefits payable for Loss of your Spouse's life.

Line of Duty Benefit: The lesser of (1) \$50,000; or (2) 100% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss.

Occupational Assault Benefit: The lesser of (1) \$25,000, or (2) 50% of the amount of AD&D Insurance otherwise payable for the Loss.

Public Transportation Benefit: The lesser of (1) \$215,000, or (2) 100% of the amount of AD&D Insurance otherwise payable for the Loss of your life.

#### AD&D Table Of Losses

The amount payable is a percentage of the amount of AD&D Insurance in effect on the date of the accident and is determined by the Loss suffered as shown in the following table:

| Loss:  | Percentage Payable: |
|--|---------------------|
| a. Life  | 100%                |
| b. One hand or one foot                                | 50%                 |
| c. Sight in one eye, speech, or hearing in both ears   | 50%                 |
| d. Two or more of the Losses listed in b. and c. above | 100%                |
| e. Thumb and index finger of the same hand             | 25% *               |
| f. Quadriplegia  | 100%                |
| g. Hemiplegia  | 50%                 |
| h. Paraplegia  | 50%                 |

No more than 100% of the amount of your AD&D Insurance will be paid for all Losses resulting from one accident.

\*No AD&D Insurance benefit will be paid for Loss of thumb and index finger of the same hand if an AD&D Insurance benefit is payable for the Loss of that entire hand.

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### REDUCTIONS IN INSURANCE

Your insurance is not subject to reductions due to changes in age.

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### OTHER PROVISIONS

Waiver Of Premium: Yes

Accelerated Benefit: Yes

Insurance Eligible For Portability:

For you:

Life Insurance: Yes

Minimum combined amount: \$10,000

Maximum combined amount: \$300,000

For your Spouse:

|                            |           |
|----------------------------|-----------|
| Dependents Life Insurance: | Yes       |
| Minimum amount:            | \$5,000   |
| Maximum amount:            | \$100,000 |

For your Child:

|                            |         |
|----------------------------|---------|
| Dependents Life Insurance: | Yes     |
| Minimum amount:            | \$1,000 |
| Maximum amount:            | \$5,000 |

For you:

|                          |           |
|--------------------------|-----------|
| AD&D Insurance:          | Yes       |
| Minimum combined amount: | \$10,000  |
| Maximum combined amount: | \$300,000 |

Limits on Right To Convert if  
Group Policy terminates or is  
amended:

|                            |         |
|----------------------------|---------|
| Minimum Time Insured:      | 5 years |
| Maximum Conversion Amount: | \$2,000 |

Suicide Exclusions:

Apply to:

- a. Plan 2 Life Insurance; and
- b. AD&D Insurance.

Leave of Absence Provision:

Insurance is continued while you are on a scheduled leave of absence approved by your Employer in advance and in writing.

Continuity of Coverage:

Yes

Annual Earnings based on:

Earnings in effect on your last full day of Active Work.

---

## PREMIUM CONTRIBUTIONS

Life and AD&D Insurance

|         |   |
|---------|---|
| Plan 1: | Class 1: Noncontributory<br>Class 2: Contributory |
|---------|---|

|         |              |
|---------|--------------|
| Plan 2: | Contributory |
|---------|--------------|

|                            |              |
|----------------------------|--------------|
| Dependents Life Insurance: | Contributory |
|----------------------------|--------------|



## LIFE INSURANCE

### A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive satisfactory Proof Of Loss.

### B. Amount Of Life Insurance

See the **Coverage Features** for the amount of your Life Insurance.

### C. Changes In Life Insurance

#### 1. Change In Family Status

Subject to a., b. and c. below, you may elect to change the amount of your Life Insurance within 31 days of a Change In Family Status.

- a. All increases in your Life Insurance are subject to the **Active Work Provisions**.
- b. If you return from a leave of absence, the maximum amount by which you may increase your Life Insurance is the greater of: (1) \$20,000 minus the amount of any increase in your Life Insurance elected during the preceding Annual Enrollment Period; or (2) the amount by which you elected to decrease your Life Insurance when your leave of absence began.
- c. If you have any other Change In Family Status, the maximum amount by which you may increase your Life Insurance is \$20,000, minus the amount of any increase in your Life Insurance elected during the preceding Annual Enrollment Period.

Change In Family Status means (1) you gain or lose a Dependent, (2) you or your Spouse's employment status changes, or (3) you begin or return from a leave of absence.

#### 2. Annual Enrollment Period

Subject to a. and b. below, you may elect to change the amount of your Life Insurance during an Annual Enrollment Period.

- a. All increases in your Life Insurance are subject to the **Active Work Provisions**.
- b. The maximum amount by which you may increase your Life Insurance is \$20,000.

Note: The \$20,000 maximum increase in Life Insurance allowed under **Life Insurance**, C. Changes In Life Insurance, 2. Annual Enrollment Period is waived with respect to Members who first apply for Plan 2 Life Insurance or apply for an increase in Plan 2 Life Insurance during the annual enrollment period for the 2004-2005 plan year.

#### 3. Decreases in Life Insurance

- a. You may elect to decrease the amount of your Life Insurance by any amount during an Annual Enrollment Period or within 31 days of a Change In Family Status.
- b. You may elect to decrease the amount of your Life Insurance at any other time; however, you may not decrease the amount of your Life Insurance so that the combined amount of your Plan 1 and Plan 2 Life Insurance is less than \$50,000.

#### 4. Effective Dates of Changes

Changes in the amount of your Life Insurance, if allowed in 1., 2. or 3. above, become effective as follows:

- a. Subject to the **Active Work Provisions**, changes allowed during an Annual Enrollment Period are effective on the following October 1.

- b. Subject to the **Active Work Provisions**, changes allowed because of a Change In Family Status are effective on the later of the date of the Change In Family Status and:
  - i. The date of the Change In Family Status for changes resulting from births, adoptions and placements for adoption; or
  - ii. The later of (a) the date of the Change In Family Status, or (b) the pay period start date next following agency receipt of completed forms for any other Change In Family Status.
- c. Subject to the **Active Work Provisions**, after-tax decreases in insurance allowed at any other time are effective on the appropriate following date:
  - i. The 16th day of the calendar month coinciding with or next following the date you apply, if you apply between the 2nd and the 16th day of a calendar month.
  - ii. The first day of the calendar month coinciding with or next following the date you apply, if you apply between the 17th and the first day of the next following calendar month.

#### D. Suicide Exclusion: Life Insurance

The **Coverage Features** states which Life Insurance plan is subject to this suicide exclusion.

If your death results from suicide or other intentionally self-inflicted injury, while sane or insane, 1 and 2 below apply.

- 1. The amount payable will exclude the amount of your Life Insurance which is subject to this suicide exclusion and which has not been continuously in effect for at least 2 years on the date of your death, including time you were insured under your Employer's group life insurance program with a prior carrier.
- 2. We will refund all premiums paid for that portion of your Life Insurance which is excluded from payment under this suicide exclusion.

#### E. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

##### 1. Noncontributory Life Insurance

Subject to the **Active Work Provisions**, your Noncontributory Life Insurance becomes effective on the date you become eligible.

##### 2. Contributory Life Insurance

You must apply in writing for Contributory Life Insurance and agree to pay premiums. You may apply for Contributory Life Insurance (a) within 30 days after you become eligible, (b) during an Annual Enrollment Period, or (c) within 31 days of a Change In Family Status. (Change In Family Status is defined in C.1. above.)

- a. If you apply within 30 days after you become eligible, you may apply for any amount of Life Insurance allowed under the Schedule Of Insurance. Subject to the **Active Work Provisions**, your Contributory Life Insurance becomes effective on the pay period start date next following agency receipt of completed forms or successful Y.E.S. use.
- b. If you apply within 31 days of a Change In Family Status, the maximum amount of Life Insurance for which you may apply is \$20,000. Subject to the **Active Work Provisions**, your Contributory Life Insurance of \$20,000 or less becomes effective on:
  - i. The date of the Change In Family Status for changes resulting from births, adoptions and placements for adoption; or
  - ii. The later of (a) the date of the Change In Family Status, or (b) the pay period start date next following agency receipt of completed forms for any other Change In Family Status.

Note: If you elected to terminate your Contributory Life Insurance at the beginning of a leave of absence, the maximum amount of Contributory Life Insurance for which you may apply when you return from the leave is

the greater of (1) \$20,000, or (2) the amount of Contributory Life Insurance for which you were insured at the time the leave of absence began. Subject to the **Active Work Provisions**, your Contributory Life Insurance will become effective as provided above.

- c. If you apply during an Annual Enrollment Period, the maximum amount for which you may apply is \$20,000. Subject to the **Active Work Provisions**, your Contributory Life Insurance of \$20,000 or less becomes effective on the following October 1.

#### F. Non-Smoker Benefit

The amount of the Non-Smoker Benefit is shown in the **Coverage Features**.

We will pay a Non-Smoker Benefit if:

- 1. You are insured for Plan 2 Life Insurance; and
- 2. You have not used tobacco or tobacco products during the six month period immediately preceding your death, as evidenced by your medical or hospital records or by a death certificate.

#### G. Repatriation Benefit

The amount of the Repatriation Benefit is shown in the **Coverage Features**.

We will pay a Repatriation Benefit if all of the following requirements are met.

- 1. A Life Insurance benefit is payable because of your death.
- 2. You die more than 200 miles from your primary place of residence.
- 3. Expenses are incurred to transport your body to a mortuary near your primary place of residence.

#### H. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

- 1. The date the last period ends for which you made a premium contribution, if your insurance is Contributory;
- 2. The date the Group Policy terminates;
- 3. The fifteenth day of the calendar month in which your employment terminates, if your employment terminates on the first through the fifteenth day of the calendar month;
- 4. The last day of the calendar month in which your employment terminates, if your employment terminates on the sixteenth through the last day of the calendar month; and
- 5. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 4 above.
  - a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
  - b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.
  - c. During the first 60 days of:
    - (1) A temporary layoff; or
    - (2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
  - d. During a leave of absence if continuation of your insurance under the Group Policy is required by the state-mandated family or medical leave act or law.
  - e. During any other scheduled leave of absence approved by your Employer in advance and in writing.

## I. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 and 2 below will apply.

1. If you exercised your Right To Convert, you must surrender your individual policy of life insurance before you may become insured again under the Group Policy.
2. If your insurance ends because you are on a federal or state mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state mandated family or medical leave act or law.

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## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

### A. Insuring Clause

If you or your Dependent have an accident, including accidental exposure to adverse conditions, while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive satisfactory Proof Of Loss.

### B. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, sight, speech, hearing in both ears, thumb and index finger of the same hand, coma and Quadriplegia, Hemiplegia, or Paraplegia which meets all of the following requirements:

1. Is caused solely and directly by an accident.
2. Occurs independently of all other causes.
3. Occurs within 365 days of the accident. With respect to coma, occurs within 31 days.
4. With respect to Loss of life, is evidenced by a certified copy of the death certificate.
5. With respect to all other Losses, is certified by a Physician in the appropriate specialty as determined by us.

With respect to Loss of life, death will be presumed if you or your Dependent disappear and the disappearance:

1. Is caused solely and directly by an accident that reasonably could have caused Loss of life;
2. Occurs independently of all other causes; and
3. Continued for a period of 365 days after the date of the accident, despite reasonable search efforts.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint, whether or not surgically reattached.

With respect to sight, Loss means entire, uncorrectable, and irrecoverable loss of sight.

With respect to speech, Loss means entire, uncorrectable, and irrecoverable loss of audible speech.

With respect to hearing, Loss means entire, uncorrectable, and irrecoverable loss of hearing in both ears.

With respect to thumb and index finger of the same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

With respect to Quadriplegia, Hemiplegia, and Paraplegia, Loss must be permanent, complete, and irreversible.

With respect to coma, Loss means a profound state of mental unconsciousness with no evidence of appropriate responses to stimulation, lasting for at least 30 consecutive days. The coma must occur within 31 days from the date of the accident.

Quadriplegia means total paralysis of both upper and lower limbs. Hemiplegia means total paralysis of the upper and lower limbs on the same side of the body. Paraplegia means total paralysis of both lower limbs.

#### C. Amount Payable

See **Coverage Features** for the AD&D Insurance schedule. The amount payable is a percentage of the amount of your AD&D Insurance in effect on the date of the accident and is determined by the Loss suffered. See AD&D Table Of Losses in the **Coverage Features**.

#### D. Changes In AD&D Insurance

A change in the amount of your AD&D Insurance becomes effective on the date of change in a corresponding amount of Life Insurance. A change in the amount of your Dependents AD&D becomes effective on the date of change in a corresponding amount of Dependent's Life Insurance

#### E. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the Loss is caused or contributed to by any of 1 through 7 below.

1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
2. Suicide or other intentionally self-inflicted injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
4. The voluntary use or consumption of any poison, chemical compound or drug, unless used or consumed according to the directions of a physician.
5. Sickness or Pregnancy existing at the time of the accident.
6. Heart attack or stroke.
7. Medical or surgical treatment for any of the above.

#### F. Additional AD&D Benefits

##### Seat Belt Benefit

The amount of the Seat Belt Benefit is shown in the **Coverage Features**.

We will pay a Seat Belt Benefit if all of the following requirements are met:

1. You or your Dependent die as a result of an Automobile accident for which an AD&D Insurance benefit is payable for that Loss of life; and
2. The deceased is wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report.

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

Automobile means a motor vehicle licensed for use on public highways.

##### Air Bag Benefit

The amount of the Air Bag Benefit is shown in the **Coverage Features**.

We will pay an Air Bag Benefit if all of the following requirements are met:

1. You or your Dependent die as a result of an automobile accident for which a Seat Belt Benefit is payable for that Loss of life.

2. The Automobile is equipped with an Air Bag System that was installed as original equipment by the Automobile manufacturer and has received regular maintenance or scheduled replacement as recommended by the Automobile or Air Bag manufacturer.
3. The deceased is seated in the driver's or a passenger's seating position intended to be protected by the Air Bag System and the Air Bag System deploys, as evidenced by a police accident report.

Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

Automobile means a private passenger motor vehicle licensed for use on public highways.

#### Career Adjustment Benefit

The amount of the Career Adjustment Benefit is shown in the **Coverage Features**.

We will pay a Career Adjustment Benefit to your Spouse if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance benefit is payable for Loss of your life.
3. Your Spouse is, within 36 months after the date of your death, registered and in attendance at a professional or trades training program for the purpose of obtaining employment or increasing earnings.

No Career Adjustment Benefit will be paid if you have no surviving Spouse.

#### Child Care Benefit

The amount of the Child Care Benefit is shown in the **Coverage Features**.

We will pay a Child Care Benefit to your Spouse if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance benefit is payable for Loss of your life.
3. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child(ren) under age 13 within 36 months of your death.
4. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.

No Child Care Benefit will be paid if you have no surviving Spouse.

#### Higher Education Benefit

The amount of the Higher Education Benefit to your Child is shown in the **Coverage Features**.

We will pay a Higher Education Benefit to your Child if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance benefit is payable for Loss of your life.
3. Your Child is, within 12 months after the date of your death, registered and in full-time attendance at an accredited institution of higher education beyond high school.

The Higher Education Benefit will be paid annually to each Child who meets the requirements of item 3 above, for a maximum of 4 consecutive years beginning on the date of your death. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

#### Common Disaster Benefit

If you and your Dependent Spouse are both insured under the Group Policy, and both suffer Loss of life as a result of the same accident, we will pay 200% of your AD&D Insurance in effect on the date of the accident, minus the amount of the Public Transportation Benefit payable, if any. If your Spouse is an insured Member under the Group Policy, this benefit will not be paid.

The Common Disaster Benefit will be paid in place of any other AD&D benefits payable under the Group Policy for the same accident. The amount payable will be paid in equal shares to each Child. If you have no surviving Children, the Common Disaster Benefit will not be paid.

#### Occupational Assault Benefit

The amount of the Occupational Assault Benefit is shown in the **Coverage Features**.

We will pay an Occupational Assault Benefit if all of the following requirements are met:

1. While Actively At Work you suffer a Loss for which an AD&D Insurance benefit is payable.
2. The Loss is the result of an act of physical violence against you that is punishable by law and is evidenced by a police report.

#### Public Transportation Benefit

The amount of the Public Transportation Benefit is shown in the **Coverage Features**.

We will pay a Public Transportation Benefit if all of the following requirements are met:

1. You or your Dependent die as a result of an accident for which an AD&D Insurance benefit is payable for that Loss of life.
2. The accident occurs while the deceased is riding as a fare-paying passenger on Public Transportation.

Public Transportation means a public passenger conveyance operated by a licensed common carrier for the transportation of the general public for a fare and operating on regular passenger routes with a definite schedule of departures and arrivals.

#### Line Of Duty Benefit

The amount of the Line Of Duty Benefit is shown in the **Coverage Features**.

We will pay a Line Of Duty Benefit if all of the following requirements are met:

1. You are a Public Safety Officer.
2. You suffer a Loss for which an AD&D Insurance Benefit is payable.
3. The Loss is the result of a Line Of Duty Accident.

Public Safety Officer means a Member whose primary job duties include controlling or reducing crime or juvenile delinquency, criminal law enforcement, or fire suppression. Public Safety Officer includes police officers, firefighters, corrections officers, judicial officers, and officially recognized or designated volunteer firefighters, if they otherwise meet the definition of Public Safety Officer.

Line of Duty Accident means an accident, including accidental exposure to adverse weather conditions, that occurs while you are taking any action which by rule, regulation, law, or condition of employment you are obligated or authorized to perform as a Public Safety Officer in the course of controlling or reducing crime or criminal law enforcement, including such action taken in response to an emergency while off duty.

If you are a Public Safety Officer, whose primary job duties are controlling or reducing crime, criminal law enforcement, or fire suppression, Line of Duty Accident includes a Line Of Duty Accident that occurs while you are on duty at social, ceremonial, or athletic functions to which you are assigned or for which you are paid as a Public Safety Officer by your Employer.

#### G. Becoming Insured For AD&D Insurance

##### 1. Eligibility

You become eligible for AD&D Insurance on the date your Life Insurance is effective.

To insure your Dependents for AD&D Insurance you must be insured for Life Insurance and your Dependents must be insured for Dependents Life Insurance.

You become eligible to insure your Dependents on the later of:

- a. The date your Life Insurance is effective; and
- b. The date your Dependents Life Insurance is effective.

##### 2. Effective Date

- a. Your Plan 1 AD&D Insurance becomes effective on the date your Plan 1 Life Insurance becomes effective.
- b. Your Plan 2 AD&D Insurance becomes effective on the date your Plan 2 Life Insurance becomes effective.
- c. Your Dependents AD&D Insurance becomes effective on the date your Dependents Life Insurance becomes effective.

#### H. When AD&D Insurance Ends

Your AD&D Insurance for you and your Dependents ends automatically on the earliest of:

1. The date your Life Insurance ends;
2. The date your Waiver Of Premium begins;
3. The date AD&D Insurance terminates under the Group Policy;
4. The date the last period ends for which a premium was paid for your AD&D Insurance;
5. For your Dependents, the date your Dependents Life Insurance ends; and
6. The date your Life Insurance is continued under Portability Of Insurance.

LI.AD.25X

### DEPENDENTS LIFE INSURANCE

#### A. Insuring Clause

If your Dependent dies while insured for Dependents Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive satisfactory Proof Of Loss.

#### B. Amount Of Dependents Life Insurance

See the **Coverage Features** for the amount of your Dependents Life Insurance.

#### C. Definitions For Dependents Life Insurance

Dependent means your Spouse or Child. Dependent does not include a person who is a full-time member of the armed forces of any country.

Child means a person described in 1. or 2. below.

1. Your unmarried child from live birth through age 18 (through age 24 if a registered student in full time attendance at an accredited educational institution), who is one of the following:
  - a. the natural or adopted child of you or your Spouse;
  - b. the stepchild or foster child of you or your Spouse, if living in your home;



- c. a child placed in your home pending adoption;
  - d. a child placed in your home by court order.
2. Your unmarried child aged 19 through 24, who is not a registered student in full time attendance at an accredited educational institution, who resides in Arizona, who was insured under the Employer's group health insurance plan at any time during the year the child was 18, and who is one of the following:
- a. the natural child, adopted child, stepchild or foster child of you or your Spouse;
  - b. a child for whom you became a legal guardian when the child was younger than age 19.

Disabled Child means your unmarried child who, on and after the date on which Dependents Life Insurance would otherwise end because of the child's age, is continuously:

- 1. Incapable of self-sustaining employment because of mental retardation or physical handicap; and
- 2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

Disabled Child includes your unmarried child over age 18 who:

- a. On the day before the effective date of your Employer's coverage under the Group Policy was insured under the Prior Plan; and
- b. On and after the effective date of your Employer's coverage under the Group Policy continuously meets the requirements of 1 and 2 above.

You must give us proof of Disabled Child status on our forms and within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your Employer's coverage under the Group Policy if your Child is Disabled on that date. At reasonable intervals thereafter, we may require further proof, and have your Child examined at our expense.

#### D. Becoming Insured For Dependents Life Insurance

##### 1. Eligibility

You become eligible to insure your Dependents on the later of:

- a. The date your Life Insurance becomes effective; and
- b. The date you first acquire a Dependent.

##### 2. Effective Date

You must apply in writing for Dependents Life Insurance and agree to pay premiums. You may apply for Dependents Life Insurance (a) within 30 days after you become eligible, (b) during an Annual Enrollment Period, or (c) within 31 days of a Change In Family Status. (Change In Family Status is defined in C.1. of the section entitled **Life Insurance**.)

- a. Subject to the Active **Work Provisions**, if you apply within 30 days after you become eligible, your Dependents Life Insurance becomes effective on the first day of the calendar month following the date you become eligible for Dependents Life Insurance.
- b. Subject to the **Active Work Provisions**, if you apply within 31 days of a Change In Family Status, your Dependents Life Insurance becomes effective on:
  - i. The date of the Change In Family Status for changes resulting from births, adoptions and placements for adoption; or
  - ii. The later of (a) the date of the Change In Family Status, or (b) the pay period start date next following agency receipt of completed forms for any other Change In Family Status.

However, in no event will the coverage become effective prior to the date you apply.

- c. Subject to the **Active Work Provisions**, if you apply during an Annual Enrollment Period, your Dependents Life Insurance becomes effective on the following October 1.

While your Dependents Life Insurance is in effect, each new Dependent becomes insured immediately.

#### E. When Dependents Life Insurance Ends

Dependents Life Insurance ends automatically on the earliest of:

1. Five months after you die (no premiums will be charged for your Dependents Life Insurance during this time);
2. The date your Life Insurance ends for reasons other than your death;
3. The date the Group Policy terminates, unless: (a) your Dependents Life Insurance continues under 1. above; or (b) you qualify for Waiver Of Premium;
4. The date the last period ends for which you made a premium contribution, if your Dependents Life Insurance is Contributory;
5. For your Spouse, the date of your divorce;
6. For any Dependent, the first day of the calendar month following the date the Dependent ceases to be a Dependent; and
7. For a Disabled Child, 90 days after we mail you a request for proof of Disabled Child status, if proof is not given.

LI.DL.01X

### **ACTIVE WORK PROVISIONS**

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business.

You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

LI.AW.02

### **CONTINUED INSURANCE DURING VACATIONS AND BREAKS**

If you cease to be a Member because of a legislative or school break or vacation, your insurance will be continued during that period.

## CONTINUITY OF COVERAGE

### A. Waiver Of Active Work Requirement

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the Active Work requirement. See **Active Work Provisions**.

### B. Payment Of Benefit

The benefits payable before you meet the Active Work requirement will be:

1. The benefits which would have been payable under the terms of the Prior Plan if it had remained in force; reduced by
2. Any benefits payable under the Prior Plan.

LI.CC.01

## PORTABILITY OF INSURANCE

### A. Portability Of Insurance

If your insurance under the Group Policy ends because your employment with your Employer terminates, you may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself and your Dependents without submitting Evidence Of Insurability. To be eligible you must satisfy the following requirements:

1. On the date your employment terminates, you must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.  
  
(If you are unable to meet this requirement, see the **Right To Convert** and **Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.)
2. On the date your employment terminates, you are under age 65.
3. On the date your employment terminates, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.
4. You must apply in writing and pay the first premium directly to us at our Home Office within 31 days after the date your employment terminates. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

This portable group insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

### B. Amount Of Portable Insurance

The minimum and maximum amounts that you are eligible to buy under the Group Life Portability Insurance Policy are shown in the **Coverage Features**. You may buy less than the maximum amounts in increments of \$1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your employment terminates.

### C. When Portable Insurance Becomes Effective

Portable group insurance will become effective the day after your employment with your Employer terminates, if you apply within 31 days after the date your employment terminates.

If death occurs within 31 days after the date insurance ends under the Group Policy, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date your employment terminates and not the terms of the Group Life Portability Insurance Policy. AD&D benefits, if any, will be paid according to the terms of the Group Policy or the Group Life Portability Insurance Policy, but not both. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your employment terminates.

LI.TP.03

## WAIVER OF PREMIUM

### A. Waiver Of Premium Benefit

Insurance will be continued without payment of premiums while you are Totally Disabled if:

1. You become Totally Disabled while insured under the Group Policy and under age 65;
2. You complete your Waiting Period; and
3. You give us satisfactory Proof Of Loss.

### B. Definitions For Waiver Of Premium

1. Insurance means all your insurance under the Group Policy, except AD&D Insurance and insurance continued under Portability Of Insurance.
2. Totally Disabled means a. or b. below:
  - a. As a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience, and which is available within a reasonable driving distance. Considerations will include:
    - i. Number of positions available
    - ii. Frequency of availability
    - iii. Number of qualified applicantsSheltered work environments will not be a consideration.
  - b. You are receiving disability benefits under a group long term disability policy issued by us to the Policyholder.
3. Waiting Period means the period you must be continuously Totally Disabled before Waiver Of Premium begins. The Waiting Period begins on the date you become Totally Disabled and ends 180 days later or when benefits become payable under a group long term disability policy issued by us, whichever is earlier.

### C. Premium Payment

Premium payment must continue until the later of:

1. The date you complete your Waiting Period; and
2. The date we approve your claim for Waiver Of Premium.

### D. Refund Of Premiums

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become Totally Disabled.

### E. Amount Of Insurance

The amount of Insurance continued without payment of premium is the amount in effect on the day before you become Totally Disabled. However, if you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.

F. Effect Of Death During The Waiting Period

If you die during the Waiting Period and are otherwise eligible for Waiver Of Premium, the Waiting Period will be waived.

G. Temporary Recovery

You may temporarily recover from your Total Disability and then become Totally Disabled again from the same cause or causes without having to serve a new Waiting Period. Temporary Recovery means you cease to be Totally Disabled for no longer than the applicable Allowable Period.

1. Allowable Periods

- a. A total of 30 days of recovery during the Waiting Period.
- b. 180 days for each period of recovery after the Waiting Period.

2. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Periods, the following will apply:

- a. The amount of Insurance will not increase.
- b. The period of Temporary Recovery will not count toward your Waiting Period.
- c. No premium will be waived for the period of Temporary Recovery.
- d. You will not be eligible for Waiver Of Premium after you qualify for waiver of premium under any other life insurance plan under which you become insured through employment during your period of Temporary Recovery.
- e. You will not qualify for any change in Insurance caused by a change in your status as a member of a Class.
- f. If you exercise your Right To Convert during the period of Temporary Recovery, you will not be eligible for Waiver Of Premium unless you first surrender to us the converted individual policy of life insurance.
- g. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Total Disability.

H. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

I. When Waiver Of Premium Ends

Waiver of Premium ends on the earliest of:

1. The date you cease to be Totally Disabled;
2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;
3. The date you fail to attend an examination or cooperate with the examiner;
4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured; and
5. The date you reach age 70.

LI.WP.22X

## ACCELERATED BENEFIT

### A. Accelerated Benefit

If you qualify for Waiver Of Premium and give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least \$10,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

Qualifying Medical Condition means you are terminally ill, with a life expectancy of less than 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

### B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

### C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is \$500,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 24 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

### D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be the greater of the amounts in (1) and (2) below; however, if you assign your rights under the Group Policy, the amount of your Insurance will be the amount in (2) below.

(1) 10% of the amount of your Insurance as if no Accelerated Benefit had been paid; or

(2) The amount of your Insurance as if no Accelerated Benefit had been paid; minus

The amount of the Accelerated Benefit; minus

An interest charge calculated as follows:

A times B times C divided by 365 = interest charge.

A = The amount of the Accelerated Benefit.

B = The monthly average of our variable policy loan interest rate.

C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

Your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit.

### E. Exclusions

No Accelerated Benefit will be paid if:

1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.

2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.
4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.
5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
6. You have previously received an Accelerated Benefit under the Group Policy.

F. Definitions For Accelerated Benefit

Insurance means your Plan 1 and Plan 2 Life Insurance under the Group Policy.

Physician means a licensed M.D. or D.O., other than yourself, acting within the scope of the license.

LI.AB.154X

## RIGHT TO CONVERT

A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if:

1. Your Insurance ends or is reduced due to a Qualifying Event; and
2. You apply in writing and pay us the first premium during the Conversion Period.

Except as limited under C. Limits On Right To Convert, the maximum amount you have a Right To Convert is the amount of your Insurance which ended.

B. Definitions For Right To Convert

1. Conversion Period means the 31-day period after the date of any Qualifying Event.
2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium, but excluding AD&D Insurance.
3. Qualifying Event means termination or reduction of your Insurance for any reason except:
  - a. The Member's failure to make a required premium contribution.
  - b. Payment of an Accelerated Benefit.
4. You and your mean any person insured under the Group Policy.

C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, 1 and 2 below will apply.

1. You may not convert Insurance which has been in effect for less than the Minimum Time Insured. See **Coverage Features**.
2. The maximum amount you have a Right To Convert is the lesser of:
  - a. The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; and
  - b. The Maximum Conversion Amount. See **Coverage Features**.

#### D. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

1. A term insurance policy;
2. A universal life policy;
3. A policy with disability, accidental death, or other additional benefits; or
4. A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

#### E. Death During The Conversion Period

If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

LI.RC.14X

## CLAIMS

#### A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

#### B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

#### C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss.

#### D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

#### E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.



#### F. Notice Of Decision On Claim

The claimant will receive a written decision on a claim within a reasonable time after we receive the claim.

If the claimant does not receive our decision within 90 days after we receive the claim, the claimant will have an immediate right to request a review as if the claim had been denied.

If we deny any part of the claim, the claimant will receive a written notice of denial containing:

1. The reasons for our decision;
2. Reference to the parts of the Group Policy on which our decision is based;
3. A description of any additional information needed to support the claim; and
4. Information concerning the claimant's right to a review of our decision.

#### G. Review Procedure

If all or part of a claim is denied, the claimant must request a review in writing within 60 days after receiving notice of the denial.

The claimant may send us written comments or other items to support the claim, and may review any nonprivileged information that relates to the request for review.

We will review the claim promptly after we receive the request. We will send notice of our decision within 60 days after we receive the request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and refer to the relevant parts of the Group Policy.

LI.CL.01

### **ASSIGNMENT**

The rights and benefits under the Group Policy cannot be assigned.

LI.AS.01

### **BENEFIT PAYMENT AND BENEFICIARY PROVISIONS**

#### A. Payment Of Benefits

1. Except as provided in item 5 below, benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.
2. AD&D Insurance benefits payable for Losses other than Loss of life will be paid to the person who suffers the Loss for which benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
3. The benefits below will be paid to you if you are living.
  - a. Dependents Life Insurance benefits.
  - b. AD&D Insurance benefits payable because of the death of your Dependent.
  - c. Accelerated Benefits.
4. Dependents Life Insurance benefits and AD&D Insurance benefits payable because of the death of your Dependent which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
  - a. The children of the Dependent.
  - b. The parents of the Dependent.
  - c. The brothers and sisters of the Dependent.

d. Your estate.

5. Other benefits will be paid as follows:

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

The Child Care Benefit will be paid to your surviving Spouse. No Child Care Benefit will be paid if you have no Spouse.

The Career Adjustment Benefit will be paid to your Spouse. No Career Adjustment Benefit will be paid if you have no Spouse.

The Higher Education Benefit will be paid annually to each eligible Child. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits.

You may name one or more Beneficiaries. Two or more surviving Beneficiaries will share equally, unless you specify otherwise. You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance death benefits. Beneficiary designations for Plan 1 and Plan 2 insurance may be different.

You must name or change Beneficiaries in writing. Writing includes a form signed by you or a verification from the Policyholder or Employer of an electronic or telephonic designation made by you.

Your designation:

1. Must be dated;
2. Must be delivered to the Policyholder or Employer during your lifetime;
3. Must relate to the insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered to the Policyholder or Employer.

If we approve it, a designation that meets the requirements of a Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

C. Simultaneous Death Provision

If a Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the following classes:

1. Your Spouse.
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Lump Sum

If the amount payable to a Recipient is less than \$10,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$10,000 or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest;
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.

3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$10,000 or more;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

LI.BB.10X

## **ALLOCATION OF AUTHORITY**

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

- 1. The right to resolve all matters when a review has been requested;
- 2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
- 3. The right to determine:
  - a. Eligibility for insurance;
  - b. Entitlement to benefits;
  - c. Amount of benefits payable;
  - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

LI.AL.01

## **TIME LIMITS ON LEGAL ACTIONS**

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

LI.TL.01

## INCONTESTABILITY PROVISIONS

### A. Incontestability Of Insurance

Any statement made to obtain insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years.

### B. Incontestability Of Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

LI.IN.01

## DEFINITIONS

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy.

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see **Coverage Features**). Annual Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An IRC Section 401(k), 403(b), 408(k) or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
2. Shift differential pay.
3. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
5. Any other extra compensation.

Annual Enrollment Period means the period designated each year during which a Member may change the insurance options selected.

Contributory means you pay all or part of the premium for insurance.

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See **Coverage Features**.

Evidence Of Insurability means an applicant must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about the applicant's health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means the group life insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

Noncontributory means the Policyholder or Employer pays the entire premium for insurance.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness, or disease.

Spouse means:

1. A person to whom you are legally married; or
2. Your Domestic Partner. Domestic Partner means an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer, and filed that affidavit for public record if required by law.

Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced or from whom you have terminated a Domestic Partner relationship.

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